

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Surplus and Sale of Significant City-Owned Real Property.

**SUMMARY:** On January 28, 2015 the City Council considered its options with regard to the surplus and sale of the old County Library property located at 1970 West 7800 South in West Jordan. While deliberating those options the City Council passed a motion that, in part, requested staff to "...evaluate the process of bidding, so that we are going through a legal and lawful process." Per Council's direction, staff has evaluated the bidding process and summarized the analysis in the report below.

**FISCAL  
IMPACT:** None.

**STAFF RECOMMENDATION:**

None, informational only.

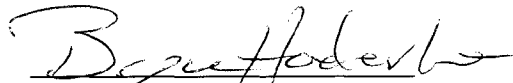
**MOTION RECOMMENDED:**

None, informational only.


**Prepared by:**

  
\_\_\_\_\_  
David Clemence  
Real Estate Services Manager

**Recommended by:**

  
\_\_\_\_\_  
Bryce Haderlie  
Interim City Manager

**Reviewed as to legal sufficiency:**

  
\_\_\_\_\_  
Jeffrey Robinson  
City Attorney

## **BACKGROUND DISCUSSION:**

At City Council's request, City staff previously advertised the old County Library property located at 1970 West 7800 South in West Jordan (the "Property") for sale to the highest bidder as a means of selling the Property quickly. The bids were due on Monday, January 5, only one bid was received, and it met the City's minimum bid requirements. However, according to the Advertisement for Bid "the winning bidder shall provide payment to the City by cash or check within thirty (30) calendar days of bid opening." Since payment was not provided within thirty days as required, the bid that was submitted is no longer valid.

Pursuant to §10-8-2 of the Utah Code Annotated ("UCA"), before a municipality may dispose of a significant parcel of real property, the municipality shall:

- (i) provide reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment.
- (ii) allow an opportunity for public comment on the proposed disposition.

Though the UCA requires an opportunity for public comment on the proposed disposition of the Property, the UCA does not list any specific requirements as to *how* the property must be sold, such as through an auction to the highest bidder, through a Realtor, or by some other means.

The West Jordan Municipal Code ("City Code") also does not require property to be sold by auction to the highest bidder. Pursuant to §3-1-14(c) of the City Code, after the property has been declared surplus, "the property may be sold at an auction to the highest bidder." The operative phrase in that sentence is "may be", which means selling property by bid is not a requirement, but is at the City's discretion.

Staff has been unable to find any State or City requirement that property disposed of pursuant to §10-8-2 or §3-1-14(c) be sold in any particular manner. With the foregoing in mind, if the City chooses at a future City Council meeting to declare the Property surplus, then the City is at liberty to sell the property in any manner it chooses, whether by public auction, sealed bid, through a Realtor, or by some other means. The City is also at liberty to consider reasonable offers from potential purchasers.

As an additional note, City staff informed the successful bidder's representative, Mr. Dustin Erikson, that the successful bid is now expired under the original Advertisement for Bid since payment was not received within thirty (30) calendar days. Mr. Erikson then provided the City with an email requesting that the City consider the signed contract he submitted on Tuesday, January 20, 2015, to be an official offer to purchase the Property, subject to the Contract dates being changed since most of them have passed.

### **Attachments:**

Copy of §10-8-2 of the UCA

Copy of §3-1-14 of the City Code

Copy of Written Purchase Offer from Dustin Erikson

Copy of Signed Contract from Dustin Erikson

**Effective 5/13/2014**

**10-8-2 Appropriations -- Acquisition and disposal of property -- Municipal authority -- Corporate purpose -- Procedure -- Notice of intent to acquire real property.**

- (1)
- (a) A municipal legislative body may:
    - (i) appropriate money for corporate purposes only;
    - (ii) provide for payment of debts and expenses of the corporation;
    - (iii) subject to Subsections (4) and (5), purchase, receive, hold, sell, lease, convey, and dispose of real and personal property for the benefit of the municipality, whether the property is within or without the municipality's corporate boundaries, if the action is in the public interest and complies with other law;
    - (iv) improve, protect, and do any other thing in relation to this property that an individual could do; and
    - (v) subject to Subsection (2) and after first holding a public hearing, authorize municipal services or other nonmonetary assistance to be provided to or waive fees required to be paid by a nonprofit entity, whether or not the municipality receives consideration in return.
  - (b) A municipality may:
    - (i) furnish all necessary local public services within the municipality;
    - (ii) purchase, hire, construct, own, maintain and operate, or lease public utilities located and operating within and operated by the municipality; and
    - (iii) subject to Subsection (1)(c), acquire by eminent domain, or otherwise, property located inside or outside the corporate limits of the municipality and necessary for any of the purposes stated in Subsections (1)(b)(i) and (ii), subject to restrictions imposed by Title 78B, Chapter 6, Part 5, Eminent Domain, and general law for the protection of other communities.
  - (c) Each municipality that intends to acquire property by eminent domain under Subsection (1)(b) shall comply with the requirements of Section 78B-6-505.
  - (d) Subsection (1)(b) may not be construed to diminish any other authority a municipality may claim to have under the law to acquire by eminent domain property located inside or outside the municipality.
- (2)
- (a) Services or assistance provided pursuant to Subsection (1)(a)(v) is not subject to the provisions of Subsection (3).
  - (b) The total amount of services or other nonmonetary assistance provided or fees waived under Subsection (1)(a)(v) in any given fiscal year may not exceed 1% of the municipality's budget for that fiscal year.
- (3) It is considered a corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality subject to the following:
- (a) The net value received for any money appropriated shall be measured on a project-by-project basis over the life of the project.
  - (b) The criteria for a determination under this Subsection (3) shall be established by the municipality's legislative body. A determination of value received, made by the municipality's legislative body, shall be presumed valid unless it can be shown that the determination was arbitrary, capricious, or illegal.
  - (c) The municipality may consider intangible benefits received by the municipality in determining net value received.
  - (d)

- (i) Prior to the municipal legislative body making any decision to appropriate any funds for a corporate purpose under this section, a public hearing shall be held.
  - (ii) Notice of the hearing described in Subsection (3)(d)(i) shall be published:
    - (A)
      - (I) in a newspaper of general circulation at least 14 days before the date of the hearing; or
      - (II) if there is no newspaper of general circulation, by posting notice in at least three conspicuous places within the municipality for the same time period; and
    - (B) on the Utah Public Notice Website created in Section 63F-1-701, at least 14 days before the date of the hearing.
  - (e) A study shall be performed before notice of the public hearing is given and shall be made available at the municipality for review by interested parties at least 14 days immediately prior to the public hearing, setting forth an analysis and demonstrating the purpose for the appropriation. In making the study, the following factors shall be considered:
    - (i) what identified benefit the municipality will receive in return for any money or resources appropriated;
    - (ii) the municipality's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality; and
    - (iii) whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose.
  - (f)
    - (i) An appeal may be taken from a final decision of the municipal legislative body, to make an appropriation.
    - (ii) The appeal shall be filed within 30 days after the date of that decision, to the district court.
    - (iii) Any appeal shall be based on the record of the proceedings before the legislative body.
    - (iv) A decision of the municipal legislative body shall be presumed to be valid unless the appealing party shows that the decision was arbitrary, capricious, or illegal.
  - (g) The provisions of this Subsection (3) apply only to those appropriations made after May 6, 2002.
  - (h) This section applies only to appropriations not otherwise approved pursuant to Title 10, Chapter 5, Uniform Fiscal Procedures Act for Utah Towns, or Title 10, Chapter 6, Uniform Fiscal Procedures Act for Utah Cities.
- (4)
- (a) Before a municipality may dispose of a significant parcel of real property, the municipality shall:
    - (i) provide reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment under Subsection (4)(a)(ii); and
    - (ii) allow an opportunity for public comment on the proposed disposition.
  - (b) Each municipality shall, by ordinance, define what constitutes:
    - (i) a significant parcel of real property for purposes of Subsection (4)(a); and
    - (ii) reasonable notice for purposes of Subsection (4)(a)(i).
- (5)
- (a) Except as provided in Subsection (5)(d), each municipality intending to acquire real property for the purpose of expanding the municipality's infrastructure or other facilities used for providing services that the municipality offers or intends to offer shall provide written notice, as provided in this Subsection (5), of its intent to acquire the property if:

- (i) the property is located:
  - (A) outside the boundaries of the municipality; and
  - (B) in a county of the first or second class; and
- (ii) the intended use of the property is contrary to:
  - (A) the anticipated use of the property under the general plan of the county in whose unincorporated area or the municipality in whose boundaries the property is located; or
  - (B) the property's current zoning designation.
- (b) Each notice under Subsection (5)(a) shall:
  - (i) indicate that the municipality intends to acquire real property;
  - (ii) identify the real property; and
  - (iii) be sent to:
    - (A) each county in whose unincorporated area and each municipality in whose boundaries the property is located; and
    - (B) each affected entity.
- (c) A notice under this Subsection (5) is a protected record as provided in Subsection 63G-2-305(8).
- (d)
  - (i) The notice requirement of Subsection (5)(a) does not apply if the municipality previously provided notice under Section 10-9a-203 identifying the general location within the municipality or unincorporated part of the county where the property to be acquired is located.
  - (ii) If a municipality is not required to comply with the notice requirement of Subsection (5) (a) because of application of Subsection (5)(d)(i), the municipality shall provide the notice specified in Subsection (5)(a) as soon as practicable after its acquisition of the real property.

Amended by Chapter 59, 2014 General Session

### **3-1-14: SURPLUS PROPERTY:**

- A. Declaration Of Surplus Required: No city owned property, except such items as are consumed in their use for official city business and as described in subsection E of this section, shall be disposed of or released to ownership, unless such property has been declared surplus by the city council.
- B. Notification Requirements: Whenever city property is surplus, unused, obsolete, unsuitable or otherwise no longer needed, the department head having control of such property shall notify the city manager. The city manager shall notify other city departments of the availability of such property. The city manager shall supervise the transfer of such property to the department requesting the property. If the property is obsolete or unsuitable for public use, the property shall be disposed of in accordance with this section.
- C. Sale Of Property Permitted: When necessary, the city manager or his designee shall prepare and present a listing to the city council of all city owned property which is obsolete, unsuitable for use and which should be declared surplus. After the city council has declared the property to be surplus, the property may be sold at an auction to the highest bidder. Such sale may be, in the discretion of the city manager, at public auction or by sealed bid.
- D. Notice Requirements For Auction Or Bid Opening: Notice of such public auction or invitation for sealed bids shall be published at least once in a newspaper of general circulation in the city at least ten (10) days but not earlier than thirty (30) days prior to such auction or opening of bids. The notice shall describe the property to be sold, the terms of sale and the place and time of such auction or bid opening. The city manager or his designee shall be responsible for conducting such public auction or bid opening. The city manager shall have the right to reject all bids.
- E. Unsold Property: If the surplus item is subjected to sale to the highest bidder at public auction and remains unsold, the city manager may sell the surplus item to any person for such price as the city manager deems appropriate or may dispose of as the city manager shall direct.
- F. Fund Credited: Monetary proceeds from the sale or other disposition of items pursuant to this section shall be credited to the fund sundry account.

G. Waiver Of Procedure: Where real or personal property is of such a size, shape, or is so unique as to be unmarketable, the above requirements may be waived and such property may be sold or otherwise disposed of in any reasonable manner, with the approval of the city council. (2001 Code § 2-7-314)

ENTRUSTED  
SECURE MESSAGE C

davidc@wjordan.com

**Received:** Feb 2, 2015 7:02 PM  
**Expires:** Jan 30, 2016 7:02 PM  
**From:** derekson@ctasupports.com  
**To:** davidc@wjordan.com  
**Cc:**  
**Subject:** CTA offer

Hi David,

I am sending an email to express my interest in the old west jordan library building. I attended the last city council meeting on January 28th and am aware that the bid that I made on the property is no longer in place. That said, I want to let the City know that CTA Community Supports is still interested in purchasing the property. I am willing to abide by the terms of the contract that I submitted to the city on January 20, 2015. Our offer is for \$1,250,000.00 and we would like to move forward with the purchase of the property if the City Council does indeed decide to sell the property. Please let me know if you or anybody else from the City or City Council has any questions about our offer or intentions to purchase the aforementioned property!

Thank you for considering our offer!

Dustin Ereksn  
 CTA Community Supports

Entrusted Mail - A FiLink Company

Secured by **zix** corp



## REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract (the "Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, is by and between the CITY OF WEST JORDAN, a Utah municipal corporation (hereinafter referred to as the "City"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, and COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS (hereinafter referred to as the "Buyer"), whose principal office address is 4444 South 700 East, Suite 203, Salt Lake City, Utah 84107.

### RECITALS

A. The City is the owner of approximately 1.90 acres of certain real property located at 1970 West 7800 South, West Jordan, Utah 84088, and which is legally described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. The City has determined that the Property is no longer necessary or useful for the City's purposes and is therefore surplus to the City's needs.

C. The City and the Buyer (also referred to individually as a "Party" or collectively as the "Parties") have agreed to proceed with a purchase and sale of the Property pursuant to the terms and conditions of the Contract.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the sufficiency of which is described below, the parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into the Contract and are made a part hereof.

2. Acquisition Amount. In exchange for the City conveying the Property to the Buyer by Special Warranty Deed, which shall be in a form and format substantially similar to that which is shown in Exhibit "B", attached hereto and by this reference incorporated herein (the "Deed"), the Buyer agrees to pay the City the total sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (1,250,000.00), exclusive of closing, inspection and other related costs and fees (the "Acquisition Amount"), and subject to the terms and conditions set forth herein.

3. Personal Property. The Parties agree that any and all personal property situated on the Property will be transferred to the Buyer as part of this transaction by General Assignment and Bill of Sale, which shall be in a form and format substantially similar to that which is shown in Exhibit "C", attached hereto and by this reference incorporated herein.

4. Conveyance Documents. The City shall cause title to the Property to be transferred to the Buyer by the Deed, free and clear of all liens and encumbrances, subject only to the following: (a) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (b) any state of facts that an accurate and complete ALTA/ASCM survey (with all Table A items) and physical inspection of the property might disclose; and (c) any and all recorded reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

5. Closing Costs, Prorations and Possession. The closing of this transaction shall take place on or before February 26, 2015 (the "Closing"), and the Acquisition Amount shall be due in full at Closing. The date of Closing shall be used for proration of all property taxes and assessments accruing, due and owing on the Property, if any, which shall be paid at the City's sole cost and expense. The City does not intend to pay for any owner's policy of title insurance, nor shall the City pay any escrow fees to close this transaction. If the Buyer desires title insurance or escrow assistance, the Buyer shall pay all fees associated with said services. The Buyer is responsible for the payment of all fees associated with filing the Deed in the office of the Salt Lake County Recorder, and shall have possession of the Property upon Closing.

6. Taxes. The Buyer is responsible for all real property taxes and assessments that begin accruing on the Property upon the date of transfer.

7. Inspection Rights. The Buyer shall have full opportunity to inspect and investigate the Property prior to Closing. The Buyer's opportunity to inspect and investigate the Property shall expire at 5:00 p.m. on Wednesday, February 11, 2015. Any and all inspection and investigation costs shall be borne by the Buyer. The Buyer has until 5:00 p.m. on Wednesday, February 11, 2015, to provide the City with written notice that it is canceling or terminating this Contract, otherwise the Buyer is deemed fully satisfied with the condition of the Property and has agreed to accept the Property in its present condition, "as is - where is". The City hereby makes no representation or warranties as to the condition of the Property or its suitability for the Buyer's intended use.

8. Broker's Commission. The City has not used a broker or finder for this transaction; therefore, no commissions are due by the City. If the Buyer used a broker or finder for this transaction, the Buyer is solely responsible for any commissions due.

9. Time is of the Essence. Time is of the essence for the Contract. The Buyer has until 5:00 p.m. on Tuesday, January 20, 2015, to deliver the signed and notarized Contract to the City, posted to the name and address listed below:

David Clemence  
City of West Jordan, Utah  
8000 South Redwood Road  
West Jordan, Utah 84088

10. Execution of the Contract. The Contract shall be valid only after it has been executed by the Parties, pursuant to authorization by the Buyer and the West Jordan City Council.

11. Effect of the Contract. Nothing in the Contract shall be construed to relieve the City or the Buyer of any obligations imposed by federal, state or local laws, ordinances, regulations or standards.

12. Assignment. The Contract shall not be assigned by either Party.

13. Attorneys' Fees. If either Party brings an action or proceedings for the interpretation, review, enforcement, resolution of a dispute hereunder, or for a breach of the Contract, the prevailing Party in any such action, proceedings, reference, trial or appeal shall be entitled to its reasonable attorneys' fees, to be paid by the non-prevailing Party as fixed by the court.

14. Controlling Law, Jurisdiction, Venue. The Contract shall be governed by the laws of the state of Utah. The venue shall be in Salt Lake County, Utah.

15. Entire Agreement. The Contract shall constitute the entire agreement between the City and the Buyer and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to this transaction. Any modification of the Contract shall be binding upon the Parties only when said modification is reduced to writing, signed by the Parties and is attached hereto as an Addendum.

16. Advice of Counsel. The Parties confirm, represent and warrant that they (a) have carefully read the Contract, (b) understand the terms hereof, (c) have had the opportunity to seek the advice from legal counsel of their own choosing, (d) find it to be a fair and reasonable compromise of the disputed claims, defenses and issues, (e) are executing the Contract as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Contract. The Parties further confirm, represent and warrant that they are not under duress, and they acknowledge that to the extent they have waived any rights or defenses by entry into the Contract, that such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

17. Binding Effect. The Contract shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons or entities claiming rights by, through or under them.

18. Counterparts and Signatures. The Contract may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which shall together constitute one and the same instrument. Original or power of attorney signatures shall be binding upon the executing party.

19. Reservations. No water rights are being transferred with the Property; the City reserves unto itself all water rights associated with the Property, if any.

IN WITNESS WHEREOF, the Parties have executed the Contract effective the date and year first above written.

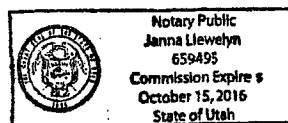
Buyer:

By: D. Erikson  
Name: Dustin Erikson  
Title: Executive Director

STATE OF Utah )  
: SS  
COUNTY OF Salt Lake

On this 20<sup>th</sup> day of January, 2015, personally appeared before me Dustin Erikson, who being by me duly sworn did say that s/he is the Executive Director of COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation, and s/he acknowledged to me that said corporation executed the same.

Janna Llewellyn  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah  
My commission expires: 10/15/2016



CITY OF WEST JORDAN, a Utah municipal corporation

By: \_\_\_\_\_  
Kim V. Rolfe, Mayor

STATE OF UTAH )  
: SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me KIM V. ROLFE, who being by me duly sworn did say that he is the Mayor of the CITY OF WEST JORDAN, a Utah municipal corporation, and that the foregoing instrument was signed in behalf of said municipal corporation, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
West Jordan City Attorney  
By: Daniel Olson Date: 1-22-15

**Exhibit "A"**  
**(the "Property")**

Beginning at the intersection of the Northerly right-of-way line of 7800 South Street and the West line of Jordan Valley Subdivision, which point is located 1330.18 feet South  $89^{\circ} 57' 00''$  East along the Section line and 53.00 feet North  $00^{\circ} 00' 40''$  East from the Southwest corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North  $00^{\circ} 03' 00''$  East along the West line of said Jordan Valley Subdivision 398.0 feet, more or less, to the South line of West Acres Subdivision No. 1; thence North  $89^{\circ} 57' 00''$  West 208.42 feet; thence South  $00^{\circ} 03' 00''$  West 398.00 feet, more or less, to the Northerly right-of-way line of 7800 South Street; thence South  $89^{\circ} 57' 00''$  East 208.42 feet along said Northerly right-of-way line to the point of beginning.

**Exhibit "B"**  
**(the "Deed")**

WHEN RECORDED, PLEASE RETURN TO:  
Community Treatment Alternatives  
4444 South 700 East, Suite 203  
Salt Lake City, Utah 84107

Parcel Number: 21-27-357-022

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**SPECIAL WARRANTY DEED**

CITY OF WEST JORDAN, a Utah municipal corporation (hereinafter referred to as "Grantor"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey and warrant against all who claim by, through or under the Grantor only, to COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS (hereinafter referred to as "Grantee"), whose principal office address is 4444 South 700 East, Suite 203, Salt Lake City, Utah 84107, for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to wit:

[See Exhibit "B-1" attached hereto and by this reference made a part hereof.]

RESERVING UNTO THE GRANTOR all water rights appurtenant to and associated with the above described property, if any.

SUBJECT TO the following: (a) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (b) any state of facts that an accurate and complete ALTA/ASCM survey (with all Table A items) and physical inspection of the property might disclose; and (c) any and all recorded reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity; and (d) all real property taxes and assessments that begin accruing on the Property upon the date of transfer.

TO HAVE AND TO HOLD the described property, together with the tenements, hereditaments, and appurtenances belonging to the property to Grantee, Grantee's successors and assigns forever.

Signed and delivered the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF WEST JORDAN, a Utah municipal corporation

By: \_\_\_\_\_  
Kim V. Rolfe, Mayor

STATE OF UTAH                    )  
  : SS  
COUNTY OF SALT LAKE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me KIM V. ROLFE, who being by me duly sworn did say that he is the Mayor of the CITY OF WEST JORDAN, a Utah municipal corporation, and that the foregoing instrument was signed in behalf of said municipal corporation, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

Residing in \_\_\_\_\_ County, \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit "B-1"**

Beginning at the intersection of the Northerly right-of-way line of 7800 South Street and the West line of Jordan Valley Subdivision, which point is located 1330.18 feet South  $89^{\circ} 57' 00''$  East along the Section line and 53.00 feet North  $00^{\circ} 00' 40''$  East from the Southwest corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North  $00^{\circ} 03' 00''$  East along the West line of said Jordan Valley Subdivision 398.0 feet, more or less, to the South line of West Acres Subdivision No. 1; thence North  $89^{\circ} 57' 00''$  West 208.42 feet; thence South  $00^{\circ} 03' 00''$  West 398.00 feet, more or less, to the Northerly right-of-way line of 7800 South Street; thence South  $89^{\circ} 57' 00''$  East 208.42 feet along said Northerly right-of-way line to the point of beginning.



**Exhibit "C"**  
**(the "General Assignment and Bill of Sale")**

WHEN RECORDED, PLEASE RETURN TO:  
Community Treatment Alternatives  
4444 South 700 East, Suite 203  
Salt Lake City, Utah 84107

Parcel Number: 21-27-357-022

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**GENERAL ASSIGNMENT AND BILL OF SALE**

WHEREAS, the City of West Jordan, Utah (the "City"), owns real and personal property located at 1970 West 7800 South, West Jordan, Utah, also known as the old Salt Lake County library site (the "Site"); and

WHEREAS, the City intends to convey all of the real and personal property on the Site to COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS (the "Buyer"); and

WHEREAS, the Buyer desires the City to convey the real property by Special Warranty Deed, but also desires the City to convey all of the personal property by this General Assignment and Bill of Sale during the same transaction; and

WHEREAS, the Buyer desires and agrees to accept all right, title, interest and obligation in and to the personal property as part of this transaction.

NOW, THEREFORE, the City, by this General Assignment and Bill of Sale, hereby assigns and conveys to the Buyer all right, title, interest and obligation in and to any and all personal property situated in or on the Site described in Exhibit "C-1", attached hereto and by this reference incorporated herein. The City, by this conveyance, acknowledges that it is keeping none of the personal property located on the Site and that all of the personal property, including all interests and obligations therewith, is being transferred to the Buyer by this instrument.

Dated this 20<sup>th</sup> day of January, 2015.

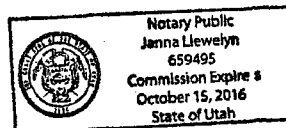
Buyer:

By: D. Erikson  
Name: Dustin Erikson  
Title: Executive Director

STATE OF Utah )  
: SS  
COUNTY OF Salt Lake )

On this 20<sup>th</sup> day of January, 2015, personally appeared before me Dustin Erikson, who being by me duly sworn did say that s/he is the Executive Director of COMMUNITY TREATMENT ALTERNATIVES dba CTA COMMUNITY SUPPORTS, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation, and s/he acknowledged to me that said corporation executed the same.

Janna Llewellyn  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah  
My commission expires: 10/15/2016



CITY OF WEST JORDAN, a Utah municipal corporation

By: \_\_\_\_\_  
Kim V. Rolfe, Mayor

STATE OF UTAH )  
: SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me KIM V. ROLFE, who being by me duly sworn did say that he is the Mayor of the CITY OF WEST JORDAN, a Utah municipal corporation, and that the foregoing instrument was signed in behalf of said municipal corporation, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

### Exhibit "C-1"

Beginning at the intersection of the Northerly right-of-way line of 7800 South Street and the West line of Jordan Valley Subdivision, which point is located 1330.18 feet South  $89^{\circ} 57' 00''$  East along the Section line and 53.00 feet North  $00^{\circ} 00' 40''$  East from the Southwest corner of Section 27, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North  $00^{\circ} 03' 00''$  East along the West line of said Jordan Valley Subdivision 398.0 feet, more or less, to the South line of West Acres Subdivision No. 1; thence North  $89^{\circ} 57' 00''$  West 208.42 feet; thence South  $00^{\circ} 03' 00''$  West 398.00 feet, more or less, to the Northerly right-of-way line of 7800 South Street; thence South  $89^{\circ} 57' 00''$  East 208.42 feet along said Northerly right-of-way line to the point of beginning.



21-27  
West Jordan City

21-34

1:1,719

0 0.0125 0.025 0.05 mi

0 0.0225 0.045 0.09 km

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